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PROFESSIONAL RESOURCES DEVELOPMENT

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Agreement Between the
UNITED STATES OF AMERICA
and INDONESIA

OK

Signed at Jakarta April 12, 1978

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INDONESIA

Professional Resources Development

Agreement signed at Jakarta April 12, 1978;
Entered into force April 12, 1978.

A.I.D. Loan Number 497-V-049

Project Number 497-0261

PROJECT

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF INDONESIA

AND THE

UNITED STATES OF AMERICA

FOR

PROFESSIONAL RESOURCES DEVELOPMENT I

Dated: April 12, 1978

TIAS 9317

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Annex 1 - Amplified Description of the Project

Annex 2 - Standard Provisions Annex[1]

[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Project No. 497-0261

PROJECT LOAN AGREEMENT

Dated: April 12, 1978

Between The Republic of Indonesia ("Borrower")

And The United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Borrower of the Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project is designed to improve the manpower base through the advanced training and related costs for personnel of selected cooperating country agencies; such training may take place in the United States, in Indonesia, or in third countries, and may include on-the-job or other non-formal as well as formal or degree and non-degree training. Annex 1, attached, amplifies the above definition of the Project.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.3, without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Loan. To assist the Borrower to meet the costs of carrying out the Project, A.I.D., (in furtherance of the Alliance for Progress), and pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed five million nine hundred thousand United States ("U.S.") dollars ($5,900,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal."

The Loan may be used to finance foreign exchange costs, as defined in Section 7.1, and local currency costs, as defined in Section 7.2, of goods and services required for the Project.

SECTION 3.2. Borrower Resources for the Project. (a) The Borrower agrees to provide or cause to be provided for the Project all funds, in addition to the Loan, and all

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Borrower for the Project will be not less than the equivalent of U.S.$3,400,000, including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date. (a) The "Project Assistance Completion Date" (PACD), which is April 12, 1983 , or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Loan will have been performed and all goods financed under the Loan will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Loan for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than nine (9) months following the

PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Borrower, may at any time or times reduce the amount of the Loan by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61)

approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms. (a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Indonesia, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.2, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.2, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the

negotiations will take place at the office of Borrower's Department of Finance in Indonesia.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Borrower that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the name of the Person holding or acting in the office of the Borrower specified in Section 9.3, and of any additional representatives, together with a specimen signature of each person specified in such statement;

(c) Evidence that the Project Steering Committe as described in Annex I has been formally established and is prepared to assist in guiding and evaluating the Project; and

(d) A schedule for the evaluation program referred to in Section 6.1.

SECTION 5.2. Disbursement for Training. Prior to disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, for any training within any agencies of the Borrower, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that BAPPENAS, LAN and DOF (and other related agencies which contribute to the institutional development objectives of BAPPENAS, LAN and DOF) each have developed discrete training plans indicating the types and amounts of training to be included for such agency together with a justification as to how the training will strengthen that agency's institutional capacity to contribute to the achievement of Indonesian development objectives.

(b) Evidence that satisfactory criteria have been established to be used in selecting candidates for training under the Loan.

(c) Evidence that a contract previously approved by A.I.D. has been executed with a United States firm or organization to provide the technical services required for the project.

SECTION 5.3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1 and 5.2 have been met, it will promptly notify the Borrower.

SECTION 5.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 5.1. have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower.

Article 6: Special Covenants

SECTION 6.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 6.2. Placement of Participants. The Borrower covenants that each participant, upon satisfactory completion of training, will be guaranteed an appropriate position commensurate with his educational achievement and prior experience in the agency that nominates him for training.

Article 7: Procurement Source

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1. will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services, ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Loan Standard Provisions Annex, Section C.I. (b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Indonesia ("Local Currency Costs").

Article 8: Disbursements

SECTION 8.1. Disbursement for Foreign Exchange Costs. (a) After satisfaction of conditions precedent, the Borrower may obtain disbursements of funds under the Loan for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Borrower's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under

Letter of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Borrower in connection with Letters of Commitment and Letters of Credit will be financed under the Loan unless the Borrower instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Loan.

SECTION 8.2. Disbursement for Local Currency Costs. After satisfaction of conditions precedent, the Borrower may obtain disbursements of funds under the Loan for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D. with necessary reporting documentation as prescribed in Project Implementation Letters, requests to finance such costs. These disbursements may be made by A.I.D.:

(1) In U.S. dollars equivalent to the local currency cost or

(2) In local currency acquired by A.I.D. by purchase or from local currency already owned by the U.S. Government.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Loan are introduced into Indonesia by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Borrower will make such arrangements as may be necessary so that such funds may be converted into currency of Indonesia at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Indonesia.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Borrower or its designee local currency acquired in accordance with Section 8.2.

Article 9: Miscellaneous

SECTION 9.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Borrower:

Mail Address: Departemen Luar Negeri
Jl. Pejambon No. 6
Jakarta Pusat

Alternate Address for telegrams: DEPLU Jakarta

To A.I.D.:

Mail Address: United States Agency for
International Development
American Embassy
Jakarta, Indonesia

Alternate Address for telegrams: USAID AMEMB Jakarta

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Chairman or Vice Chairman, National Development Planning Agency (BAPPENAS), and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID Mission to Indonesia, each of whom, by written notice, may designate additional representatives for all purposes other than

exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Project Loan Standard Provisions Annex" (Annex 2)[1] is attached to and forms part of this Agreement.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

REPUBLIC OF INDONESIA

By: Mochtar Kusumaatmadja
Prof. Dr. Mochtar Kusumaatmadja
Minister for Foreign Affairs

UNITED STATES OF AMERICA

By: Edward E. Masters
Edward E. Masters
Ambassador

[1] See footnote 1, p. 3.

ANNEX 1

AMPLIFIED DESCRIPTION OF THE PROJECT

The purpose of the Project is to develop through training the personnel of the three principal government agencies that provide leadership in planning, resource mobilization and allocation, fiscal management and the administration of Indonesia's national development plan and budget. This objective will be accomplished through both technical assistance and training (long and short-term specialized training in the United States and third countries and in-country specialized training.)

The agencies that will participate in this training project are: the National Development Planning Agency (BAPPENAS), the Department of Finance (DOF), the National Institute of Administration (LAN), and other related agencies which contribute to the institutional development objectives of BAPPENAS, LAN and DOF.

Training to be provided these government agencies will be predominantly concentrated at those levels where the ranks of second and third echelon workers are the thinnest, and to the extent possible training programs will be decentralized so that their benefits in terms of more

efficient development planning and implementation can directly impact on principal Indonesian development programs. The project administrators also will seek inputs from provincial government officials regarding needs and the selection of local candidates for training aimed at meeting those needs.

A.I.D. loan funds will meet the costs of degree training in the U.S. for some 70-80 participants at a cost of approximately $2.0 million; short-term training in the U.S. and third countries of another 130-150 participants at a cost of approximately $1.0 million; and in-country training of large numbers of government workers who will participate in seminars, short courses, and on-the-job training at a cost of approximately $1.6 million, including consulting services. The Government of Indonesia will provide $3.4 million (equivalent) to meet local currency costs.

The project will receive policy guidance and management from the Minister of State for Administrative Reform (MENPAN) and administrative support from the Secretariat of the Cabinet (SEKKAB). A representative of the MENPAN will chair a Project Steering Committee with members drawn from each of the government agencies involved in the project. A representative of

SEKKAB will act as a participating member of the committee and as a special advisor regarding the coordination of participant training programs of the implementing agencies. The USAID Project Manager will be the principal U.S. advisor to this Project Steering Committee.

Each principal participating agency will establish a Committee consisting of representatives of those discrete agency units receiving project assistance and will assign teams to draw up operational plans (detailed specifications) on selection, training and placement of trainees. There will be a team of long-term advisors as required for human resources development. One of the advisors will be project coordinator and will be responsible for coordinating the full run of technical assistance activities, assuring the placement of participants and procurement of commodities. The long-term advisors will be supplemented by short-term training specialists to assist with in-country training.

The total overall cost of the project is $9,300,000 of which $5,900,000 is the U.S. contribution and $3,400,000 (equivalent) is the Government of Indonesia contribution.

SUMMARY COST ESTIMATES

	(U.S. $000)		
	A.I.D.	INDONESIAN GOVERNMENT	TOTAL
Academic Training (160 years)	1,920	-	1,920
Short-Term Training (465 months)	930	-	930
Expert Consultants (258 months)	1,554	260	1,814
Instructional Materials	240	100	340
International Travel (155 trips)	638	-	638
Local Travel	-	400	400
Salaries, Counterparts, Participants and Support	-	920	920
In-Country Training	-	1,000	1,000
Equipment and Facilities	-	220	220
U.S. Office Support	300	-	300
Indirect Costs	320	500	820
	5,902	3,400	9,302

BUDGET (A.I.D.)

Project Leader	
(4 years at $70,000)	280,000
Home Office Support	300,000
Indirect Costs	
(Incl. $30,000 for field evaluation)	120,000
	700,000

	Indonesian Government
Counterparts Salaries	100,000
Supporting Services	100,000
International Country Travel	50,000
Miscellaneous Costs	50,000
	300,000

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